

Exhibit A

SAMPLE

DEFERRED COMPENSATION AGREEMENT

THIS AGREEMENT, entered into this 1st day of April, 1975
by and between Cabrini Health Care Center - Columbus Hospital a
corporation organized and existing under the laws of New York State
(hereinafter referred to as "Corporation") and Dr. Guido Padula
(hereinafter referred to as "Employee").

W I T N E S S E T H :

WHEREAS, the Employee has acquired valuable knowledge and experience necessary to the Corporation; and

WHEREAS, it is deemed to be in the best interest of the Corporation to provide for the uninterrupted services of Employee in such capacities as shall be assigned by the Board of Directors of the Corporation until he reaches the age of sixty-five (65) and thereafter to have the advantage of his services in a consulting and advisory capacity; and

WHEREAS, the Corporation and Employee desire to enter into this Agreement as an integral part of Employee's employment contract;

NOW THEREFORE, in consideration of the premises and in order to effectuate their mutual desires, purposes and intentions, the parties do agree as follows:

1. The Corporation has employed Employee as Assistant Director of Radiology and Employee agrees to faithfully perform such services and duties as shall be assigned to him by the Board of Directors and the Corporation until he retires or dies, or until his employment is otherwise terminated as provided herein. Employee shall be paid by the Corporation a salary at such annual rate as shall be determined by the Board of Directors of the Corporation from time to time.

2. Employee shall retire from the Corporation on the last day of the month in which he attains his sixty-fifth (65th) birthday unless the Corporation requests, and Employee agrees to continue his employment beyond that date. "Retirement" as used in this Agreement shall refer to Employee's actual retirement from the Corporation.

3. On or about the last day of each month beginning with the first month of the calendar year following the day and year first above written, while Employee remains in the employ of the Corporation, the Corporation will purchase in the name of the Corporation, mutual fund shares of (Bullock Fund, Ltd., Dividend Shares, Inc.,

or New York Venture Fund, Inc.) in amounts totaling Three Thousand
(\$ 3,000.00) Dollars per annum in accordance with the terms of an Accumulation
Plan of such mutual fund which provides for the automatic reinvestment in additional
shares of said Fund of all dividends and distributions (both from income and capital
appreciation) which may accrue therefrom. Employee shall have no right in such mutual
fund shares, which shall be the absolute property of the Corporation.

4. Employee shall have the right to designate a beneficiary and, from time
to time, to change such designation by written notice delivered to the Corporation.
If there is no designated beneficiary surviving when a payment is due, payment of any
benefits which may be payable shall be made to the person in, or divided equally among
all the persons in the first of the following classes in which there shall be any
survivors of Employee:

- (a) his spouse;
- (b) his children;
- (c) his parents;
- (d) his brothers and sisters;
- (e) his executors or administrators.

5. Employee, or his beneficiary, shall receive distributions, as hereinafter
provided, as soon as practicable following Employee's termination of employment with
the Corporation.

6. Starting with the first year of distribution, the Directors of the Cor-
poration shall adopt one of the following modes of distribution;

(a) A lump sum distribution equivalent to the value of the total
number of mutual fund shares accumulated by the Corporation
pursuant to this Agreement.

(b) Periodic installments over any period not exceeding the Employee's
or beneficiary's life expectancy.

The number of such installments shall be measured by no more than
the number of years in the Employee's or beneficiary's life
expectancy at the time of initial distribution. The fraction
determining the total yearly payment, shall become progressively
greater. For example, if life expectancy is fifteen years, for
the first year there shall be paid 1/15th of the value of the total
number of mutual fund shares accumulated by the Corporation pursuant
to this Agreement, for the second year 1/14th of the remaining value
at such time and preceeding until distribution has been fully com-
pleted at the fifteenth year.

7. Employee shall elect whether to receive any of the above distributions in the form of cash or mutual fund shares.

8. Employee and the Corporation may at any time agree in writing to the substitution of any other mutual fund or investment medium as the measured base for determination of the amounts of Employee's benefits under Paragraph 6. above.

9. Neither Employee nor his beneficiary shall have any right to commute, sell, assign, transfer or otherwise convey the right to receive any payments hereunder, which payments and the right thereto are expressly declared to be non-assignable, non-transferable and non-forfeitable, nor shall any interest of Employee herein be liable to any claim of any creditor or subject to any judicial process involving Employee.

10. This Agreement shall be binding upon the parties hereto, their successors, assigns, executors, beneficiaries or administrators.

11. During the lifetime of Employee this Agreement may be amended or terminated, in whole or in part, by the mutual written agreement of Employee and the Board of Directors of the Corporation; provided, however, that no amendment or termination shall cause the payment of benefits provided herein to become forfeitable to the Employee.

12. During the period which Employee is receiving payments hereunder he will render to the Corporation such services of any advisory or consultative nature as the Corporation may reasonably require, so that the Corporation may continue to have the benefit of his experience and knowledge of the affairs of the Corporation and he will be available for advice and consultation to the officers and Directors of the Corporation at all reasonable times by telephone, letter or in person, provided, however, that his failure to render such services or to give such advice and consultation by reason of his illness or unavailability shall not affect his right to receive such payments during such period. Employee shall not be required to render any reports to the Corporation, nor shall he be required to observe any regular office hours in connection with the provisions of this Paragraph 12.

IN WITNESS WHEREOF, the Corporation has caused this Agreement to be executed by its duly authorized officer, and Employee has hereunto set his hand and seal on the day and year first above written.

CORPORATION: Cabrini Health Care Center -
Columbus Hospital

EMPLOYEE: *[Signature]*

(s.g.n)

[Signature]

Copy for H. H. H.

SAMPLE DEFERRED COMPENSATION AGREEMENT

THIS AGREEMENT made at Columbus Hospital
this Jan day of 1/67 by and between Columbus Hospital
(hereinafter called "Employer") and GUIDO PADULA (hereinafter
called "Employee".)

W I T N E S S E T H T H A T :

WHEREAS, Employee is now in the employ of Employer, and

WHEREAS, Employer desires to secure the benefit of Employee's services,
knowledge and experience.

NOW, THEREFORE, this Agreement Witnesseth That:

FIRST: Employer agrees to employ Employee, and Employee agrees to work for
Employer, in active employment for 3000 year(s) beginning 1/1/67.

SECOND: Employee's regular compensation for such active employment shall be
payable at such rates and times as shall be mutually agreeable to Employee and Employer.

THIRD: Employer agrees to pay additional compensation of \$ 3,000.00 per
year of active employment. The additional compensation will be set aside by Employer
in an account set up with the Irving Trust Company in the Employer's name and inves-
ted in the shares of any open-end Investment Company under the management of Calvin
Bullock, Ltd. Employer agrees to reinvest all dividends, capital gain distributions
and other earnings from this account in additional Investment Company shares. The
value of all accumulations set aside as deferred compensation as well as earnings on
these accumulations shall be paid to Employee or his beneficiary under the conditions
set forth below. It is expressly understood that all securities in the account shall
at all times remain the property of Employer.

FOURTH: Employee shall have the right to designate a beneficiary and, from
time to time, to change such designation by written notice delivered to Employer. If
there is no designated beneficiary surviving when a payment is due, payment of any
benefits which may be payable shall be made to the person in, or divided equally
among all the persons in the first of the following classes in which there shall be
any survivors of Employee:

- (i) his spouse;
- (ii) his children;
- (iii) his parents;
- (iv) his brothers and sisters;
- (v) his executors or administrators.

FIFTH: The period of active employment of Employee by Employer may be
extended for such further period or periods as the parties hereto shall mutually
agree.

SIXTH: Employee, or a beneficiary designated in writing by him, shall receive distributions beginning on the first day of the second full month occurring after whichever of the following events first occurs to Employee:

- a. attaining age _____; or
- b. termination of employment for any reason whatever; or
- c. death.

SEVENTH: Starting with the first year of distribution, Employer or its agent, shall after consultation with Employee, adopt one of the following modes of distribution:

- a. A lump sum distribution.
- b. Ten equal installments.
THE AMOUNT OF SUCH INSTALLMENTS SHALL BE: 1/10th of the then market value of the account during the first year, 1/9th of the said value during the second year, and proceeding in larger fractions until at the end of ten years the entire fund has been distributed.
- c. Life expectancy installments.
THE NUMBER OF SUCH INSTALLMENTS SHALL BE the number of years in the Employee's life expectancy as may be actuarially determined. The fraction paid each year shall progress in the same manner as under b. For example, if the life expectancy is 15 years, the first year there shall be paid 1/15th, the second year 1/14th, and proceeding until distribution has been completed.

If distribution commences because of the death of Employee, the above modes of payment shall be available for distributions to the beneficiary of Employee.

EIGHTH: Employee shall elect whether to receive any of the above distributions in the form of cash, the form of mutual fund shares, or ~~through~~ the purchase of an annuity.

NINTH: The interests of Employee under this Agreement shall not be subject to alienation, assignment, garnishment, attachment, execution or levy of any kind.

TENTH: All matters pertaining to the construction, validity and effect of this Agreement shall be determined in accordance with the laws of the State of _____.

This Agreement shall be binding upon the successors in interest of both Employer and Employee. Signed by the parties hereto at the day and year above written.

Walter D. S. C.
(EMPLOYER)

Paul P. S. C.
(EMPLOYEE)

SAMPLE

DEFERRED COMPENSATION AGREEMENT

THIS AGREEMENT, entered into this 15th day of December, 1975
by and between Cabrini Health Care Center - Columbus Hospital a
corporation organized and existing under the laws of New York
(hereinafter referred to as "Corporation") and Angelo Taranta, M.D.
(hereinafter referred to as "Employee").

W I T N E S S E T H :

WHEREAS, the Employee has acquired valuable knowledge and experience necessary to the Corporation; and

WHEREAS, it is deemed to be in the best interest of the Corporation to provide for the uninterrupted services of Employee in such capacities as shall be assigned by the Board of Directors of the Corporation until he reaches the age of sixty-five (65) and thereafter to have the advantage of his services in a consulting and advisory capacity; and

WHEREAS, the Corporation and Employee desire to enter into this Agreement as an integral part of Employee's employment contract;

NOW THEREFORE, in consideration of the premises and in order to effectuate their mutual desires, purposes and intentions, the parties do agree as follows:

1. The Corporation has employed Employee as Director of Medicine and Employee agrees to faithfully perform such services and duties as shall be assigned to him by the Board of Directors and the Corporation until he retires or dies, or until his employment is otherwise terminated as provided herein. Employee shall be paid by the Corporation a salary at such annual rate as shall be determined by the Board of Directors of the Corporation from time to time.

2. Employee shall retire from the Corporation on the last day of the month in which he attains his sixty-fifth (65th) birthday unless the Corporation requests, and Employee agrees to continue his employment beyond that date. "Retirement" as used in this Agreement shall refer to Employee's actual retirement from the Corporation.

3. On or about the last day of each month beginning with the first month of the calendar year following the day and year first above written, while Employee remains an employee of the Corporation, the Corporation will purchase in the name of the Corporation, mutual fund shares of (Bullock Fund, Ltd., Dividend Shares, Inc.,

New York Venture Fund, Inc.) in amounts totaling Thirteen Thousand Eight Hundred Eighty
\$ 13,880) Dollars per annum in accordance with the terms of an Accumulation
plan of such mutual fund which provides for the automatic reinvestment in additional
shares of said Fund of all dividends and distributions (both from income and capital
appreciation) which may accrue therefrom. Employee shall have no right in such mutual
fund shares, which shall be the absolute property of the Corporation.

4. Employee shall have the right to designate a beneficiary and, from time
to time, to change such designation by written notice delivered to the Corporation.
If there is no designated beneficiary surviving when a payment is due, payment of any
benefits which may be payable shall be made to the person in, or divided equally among
all the persons in the first of the following classes in which there shall be any
survivors of Employee:

- (a) his spouse;
- (b) his children;
- (c) his parents;
- (d) his brothers and sisters;
- (e) his executors or administrators.

5. Employee, or his beneficiary, shall receive distributions, as hereinafter
provided, as soon as practicable following Employee's termination of employment with
the Corporation.

6. Starting with the first year of distribution, the Directors of the Cor-
poration shall adopt one of the following modes of distribution;

(a) A lump sum distribution equivalent to the value of the total
number of mutual fund shares accumulated by the Corporation
pursuant to this Agreement.

(b) Periodic installments over any period not exceeding the Employee's
or beneficiary's life expectancy.

The number of such installments shall be measured by no more than
the number of years in the Employee's or beneficiary's life
expectancy at the time of initial distribution. The fraction
determining the total yearly payment, shall become progressively
greater. For example, if life expectancy is fifteen years, for
the first year there shall be paid 1/15th of the value of the total
number of mutual fund shares accumulated by the Corporation pursuant
to this Agreement, for the second year 1/14th of the remaining value
at such time and preceeding until distribution has been fully com-
pleted at the fifteenth year.

7. Employee shall elect whether to receive any of the above distributions in the form of cash or mutual fund shares.

8. Employee and the Corporation may at any time agree in writing to the substitution of any other mutual fund or investment medium as the measured base for determination of the amounts of Employee's benefits under Paragraph 6. above.

9. Neither Employee nor his beneficiary shall have any right to commute, sell, assign, transfer or otherwise convey the right to receive any payments hereunder, which payments and the right thereto are expressly declared to be non-assignable, non-transferable and non-forfeitable, nor shall any interest of Employee herein be liable to any claim of any creditor or subject to any judicial process involving Employee.

10. This Agreement shall be binding upon the parties hereto, their successors, assigns, executors, beneficiaries or administrators.

11. During the lifetime of Employee this Agreement may be amended or terminated, in whole or in part, by the mutual written agreement of Employee and the Board of Directors of the Corporation; provided, however, that no amendment or termination shall cause the payment of benefits provided herein to become forfeitable to the Employee.

12. During the period which Employee is receiving payments hereunder he will render to the Corporation such services of any advisory or consultative nature as the Corporation may reasonably require, so that the Corporation may continue to have the benefit of his experience and knowledge of the affairs of the Corporation and he will be available for advice and consultation to the officers and Directors of the Corporation at all reasonable times by telephone, letter or in person, provided, however, that his failure to render such services or to give such advice and consultation by reason of his illness or unavailability shall not affect his right to receive such payments during such period. Employee shall not be required to render any reports to the Corporation, nor shall he be required to observe any regular office hours in connection with the provisions of this Paragraph 12.

IN WITNESS WHEREOF, the Corporation has caused this Agreement to be executed by its duly authorized officer, and Employee has hereunto set his hand and seal on the day and year first above written.

CORPORATION: Cabrini Health Care Center
Columbus Hospital

EMPLOYEE: Angelo Taranta
Angelo Taranta, M.D.

(sgn)

Vincent Taranta



THIS AGREEMENT, entered into this ____ day of _____, 19__, by and between Cabrini Medical Center, a corporation organized and existing under the laws of New York State (hereinafter referred to as "Corporation") and Daniel Salvioni (hereinafter referred to as "Employee").

W I T N E S S E T H

WHEREAS, the Employee has acquired valuable knowledge and experience necessary to the Corporation; and

WHEREAS, it is deemed to be in the best interest of the Corporation to provide for the uninterrupted services of Employee in such capacities as shall be assigned by the Board of Directors of the Corporation until he reaches the age of 65, retires or otherwise terminates employment; and

WHEREAS, the Corporation and Employee desire to enter into this Agreement as an integral part of Employee's employment contract:

NOW, THEREFORE, in consideration of the premises and in order to effectuate their mutual desires, purposes, and intentions, the parties do agree as follows:

1. The Corporation hereby employs Employee as physician and Employee agrees to faithfully perform such services and duties as shall be assigned to him by the Board of Directors of the Corporation until he retires or dies, or until his employment is otherwise terminated. Employee shall be paid by the Corporation a salary at



CABRINI MEDICAL CENTER

Deferred Compensation Agreement

Page 2

such annual rate as shall be determined by the Board of Directors of the Corporation from time to time.

2. Employee shall retire from the Corporation on the last day of the month in which he attains his 65th birthday unless the Corporation requests, and Employee agrees, to continue his employment beyond that date.

3. On or about the last day of each month, beginning with the first month of the calendar year following the day and year first above written, while Employee remains in the employ of the Corporation, the Corporation will set aside on its books and records ----- (\$14,000.00) Dollars for the purpose of providing the benefits set forth in paragraph 6 below.

4. Employee shall have the right to designate a beneficiary to receive his benefits in the event of Employee's death and, from time to time, change such designation by written notice delivered to the Corporation. If there is no designated beneficiary surviving when a payment is due, payment of any benefits shall be made to the estate of the Employee.

5. Employee, or his beneficiary, shall receive distributions, as hereinafter provided, as soon as practicable following Employee's termination of employment with the Corporation.

6. Employee, with the consent of the Corporation, may designate a mutual fund the shares of which may, but are not required to, be purchased by the Corporation with amounts set aside in paragraph 3. Any mutual fund shares that may be purchased by the Corporation shall belong solely to the Corporation. The value of the mutual fund shares designated by the Employee, whether or not purchased by the Corporation, shall determine the amount of benefits payable under paragraph 7. Employee and the Corporation may at any time agree in writing to the

substitution of any other mutual fund or investment medium as the measured base for determination of the amounts of Employee's benefits under paragraph 7 below.

7. Starting with the first year of distribution, the Directors of the Corporation shall adopt one of the following modes of distribution:

- a. A lump sum distribution equivalent to the value, determined on date of the Employee's termination or as near thereto as practicable, of the total number of the mutual fund shares designated by the Employee which could have been purchased by the Corporation with the amounts set aside pursuant to paragraph 3. For this purpose mutual fund shares designated by the Employee under paragraph 6 shall be determined as if such shares had been purchased immediately after the amounts specified had been set aside in accordance with paragraph 3.
- b. Periodic installments over any period not exceeding the Employee's or beneficiary's life expectancy. The number of such installments shall be measured by no more than the number of years in the Employee's or beneficiary's life expectancy at the time of initial distribution. The amount of each installment shall be determined by dividing the value, on the date of the Employee's termination, or as near thereto as practicable, of the mutual fund shares which could have been acquired in accordance with (a) above by the number of installments remaining to be paid.

8. Neither Employee nor his beneficiary shall have any right to commute, sell, assign, transfer, or otherwise convey the right to receive any payments hereunder which payments and the right thereto are expressly declared to be nonassignable, nontransferable, and nonforfeitable, nor shall any interest of Employee herein be liable for any claim of any creditor or subject to any judicial process involving Employee.

CABRINI MEDICAL CENTER

Deferred Compensation Agreement

Page 4

9. This Agreement shall be binding upon the parties hereto, their successors, assignees, executors, beneficiaries, or administrators.

10. During the lifetime of Employee this Agreement may be amended or terminated, in whole or in part, by the mutual written agreement of Employee and the Board of Directors of the Corporation; provided, however, that no amendment or termination shall cause the payment of benefits provided herein to become forfeitable by the Employee.

IN WITNESS WHEREOF, the Corporation has caused this Agreement to be executed by its duly authorized officer, and Employee has hereunto set his hand and seal on the day and year first above written.

Date 8/4/78

Date _____

CABRINI MEDICAL CENTER

By Sister Josephine Tseue

EMPLOYEE David Rubin

SAMPLE

DEFERRED COMPENSATION AGREEMENT --

THIS AGREEMENT, entered into this 15 day of December, 1973
by and between Columbus Hospital a
corporation organized and existing under the laws of New York State
(hereinafter referred to as "Corporation") and Dr. Daniele Salvioni
(hereinafter referred to as "Employee").

W I T N E S S E T H :

WHEREAS, the Employee has acquired valuable knowledge and experience necessary
to the Corporation; and

WHEREAS, it is deemed to be in the best interest of the Corporation to pro-
vide for the uninterrupted services of Employee in such capacities as shall be assigned
by the Board of Directors of the Corporation until he reaches the age of sixty-five
(65) and thereafter to have the advantage of his services in a consulting and advisory
capacity and

WHEREAS, the Corporation and Employee desire to enter into this Agreement
as an integral part of Employee's employment contract;

NOW THEREFORE, in consideration of the premises and in order to effectuate
their mutual desires, purposes and intentions, the parties do agree as follows:

1. The Corporation has employed Employee as Director of Radiology and
Employee agrees to faithfully perform such services and duties as shall be assigned
to him by the Board of Directors and the Corporation until he retires or dies, or until
his employment is otherwise terminated as provided herein. Employee shall be paid
by the Corporation a salary at such annual rate as shall be determined by the Board
of Directors of the Corporation from time to time.

2. Employee shall retire from the Corporation on the last day of the month
in which he attains his sixty-fifth (65th) birthday unless the Corporation requests,
and Employee agrees to continue his employment beyond that date. "Retirement" as
used in this Agreement shall refer to Employee's actual retirement from the Cor-
poration.

3. On or about the last day of each month beginning with the first month
of the calendar year following the day and year first above written, while Employee
remains in the employ of the Corporation, the Corporation will purchase in the name
of the Corporation, mutual fund shares of (Bullock Fund, Ltd., Dividend Shares, Inc.,

for New York Venture Fund, Inc.) in amounts totaling Fourteen Thousand

(\$ 14,000.00) Dollars per annum in accordance with the terms of an Accumulation Plan of such mutual fund which provides for the automatic reinvestment in additional shares of said Fund of all dividends and distributions (both from income and capital appreciation) which may accrue therefrom. Employee shall have no right in such mutual fund shares, which shall be the absolute property of the Corporation.

4. Employee shall have the right to designate a beneficiary and, from time to time, to change such designation by written notice delivered to the Corporation. If there is no designated beneficiary surviving when a payment is due, payment of any benefits which may be payable shall be made to the person in, or divided equally among all the persons in the first of the following classes in which there shall be any survivors of Employee:

- (a) his spouse;
- (b) his children;
- (c) his parents;
- (d) his brothers and sisters;
- (e) his executors or administrators.

5. Employee, or his beneficiary, shall receive distributions, as hereinafter provided, as soon as practicable following Employee's termination of employment with the Corporation.

6. Starting with the first year of distribution, the Directors of the Corporation shall adopt one of the following modes of distribution;

(a) A lump sum distribution equivalent to the value of the total number of mutual fund shares accumulated by the Corporation pursuant to this Agreement.

(b) Periodic installments over any period not exceeding the Employee's or beneficiary's life expectancy.

The number of such installments shall be measured by no more than the number of years in the Employee's or beneficiary's life expectancy at the time of initial distribution. The fraction determining the total yearly payment, shall become progressively greater. For example, if life expectancy is fifteen years, for the first year there shall be paid 1/15th of the value of the total number of mutual fund shares accumulated by the Corporation pursuant to this Agreement, for the second year 1/14th of the remaining value at such time and preceeding until distribution has been fully completed at the fifteenth year.

7. Employee shall elect whether to receive any of the above distributions in the form of cash or mutual fund-shares.

8. Employee and the Corporation may at any time agree in writing to the substitution of any other mutual fund or investment medium as the measured base for determination of the amounts of Employee's benefits under Paragraph 6. above.

9. Neither Employee nor his beneficiary shall have any right to commute, sell, assign, transfer or otherwise convey the right to receive any payments hereunder, which payments and the right thereto are expressly declared to be non-assignable, non-transferable and non-forfeitable, nor shall any interest of Employee herein be liable to any claim of any creditor or subject to any judicial process involving Employee.

10. This Agreement shall be binding upon the parties hereto, their successors, assigns, executors, beneficiaries or administrators.

11. During the lifetime of Employee this Agreement may be amended or terminated, in whole or in part, by the mutual written agreement of Employee and the Board of Directors of the Corporation; provided, however, that no amendment or termination shall cause the payment of benefits provided herein to become forfeitable to the Employee.

12. During the period which Employee is receiving payments hereunder he will render to the Corporation such services of any advisory or consultative nature as the Corporation may reasonably require, so that the Corporation may continue to have the benefit of his experience and knowledge of the affairs of the Corporation and he will be available for advice and consultation to the officers and Directors of the Corporation at all reasonable times by telephone, letter or in person, provided, however, that his failure to render such services or to give such advice and consultation by reason of his illness or unavailability shall not affect his right to receive such payments during such period. Employee shall not be required to render any reports to the Corporation, nor shall he be required to observe any regular office hours in connection with the provisions of this Paragraph 12.

IN WITNESS WHEREOF, the Corporation has caused this Agreement to be executed by its duly authorized officer, and Employee has hereunto set his hand and seal on the day and year first above written.

CORPORATION: Columbus Hospital

EMPLOYEE: Daniele Salvioni

(sgn) Vincent Massaro

Assistant Administrator - Finance